IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO. 877 OF 2006
IN
APPEAL NO.180 OF 2005
IN
WRIT PETITION NO. 564 OF 2005

The Sangli Bank Ltd. ...Applicant

V/s

H. Jayarama Shetty ...Respondent

Shri.J.P.Cama with Shri.Mahesh Londhe i/b. Sanjay Udeshi & Co. for the Applicant.
Shri.P.M.Palashikar for the Respondent.

CORAM : DR.S.RADHAKRISHNAN &

S.J.VAZIFDAR, JJ.

DATE : 20TH MARCH, 2006.

P.C.:

1. Heard the learned Counsel for the parties.

The learned Counsel for the Respondent waives service. By consent taken up for final hearing. In view of the fact that the appeal has already been admitted, the Notice of Motion is made absolute in terms of prayer clause (a) subject to following conditions :-

i) The learned Counsel for the Respondent, on instructions from the Respondent, who is personally present in the Court, states that he is the sole owner of the flat admeasuring 600

sq.ft. bearing Flat No.203, Mantar Darsan, P.P.Marg, Virar (W). The Respondent also states that he is in exclusive possession of the said flat and the same has not been encumbered in any manner and undertakes not to encumber or create any third party interest with regard to the said flat, till the final disposal of the above appeal.

ii) The learned Counsel for the Appellant states that a sum of Rs.4,00,000/- will be paid to the Respondent within a period of four weeks from today.

iii) In the event, the Appellant succeeds, the learned Counsel for the Respondent undertakes that the aforesaid amount will be brought back to the court in addition to right of execution.

(DR.S.RADHAKRISHNAN,J.)

(S.J.VAZIFDAR,J.)